



ADEL CITY COUNCIL AGENDA
Monday, April 26, 2021 at 6:00 p.m.

Due to public health concerns related to COVID-19, and as authorized by emergency proclamation of the Governor of the State of Iowa, this meeting of the City Council will be conducted electronically, pursuant to Iowa Code Section 21.8, as holding the meeting in person is impossible or impractical. Interested persons may attend or participate in the meeting by the following methods:

1. Join by videoconference: <https://bit.ly/31voeIQ>

**2. Join by phone: (515) 478-3549
Conference ID: 642 342 468#**

PUBLIC HEARING

1. Proposed Rezoning of 16.10 Acres of Cramer & Associates' Land Immediately South of the Southbridge PUD from A-1 (Existing Agriculture District) to R-4 (Multi-Family District)

COMMENTS FROM THE PUBLIC

CONSENT AGENDA

- a) Consider Approval of City Council Minutes Dated April 13, 2021

OLD BUSINESS

- a) Discussion / Possible Action on Island Park Campground Lease and Operating Proposal from Rowdy Merical and Charlie Merical

NEW BUSINESS

- a) Consider Approval of Ordinance No. 363, Amending the Zoning Ordinance of the City of Adel, Iowa, by Rezoning 16.10 Acres from A-1 (Existing Agriculture District) to R-4 (Multi-Family District) – Cramer & Associates, Inc. Land Immediately South of the Southbridge PUD – First Reading
- b) Consider Approval of Resolution No. 21-32, Approving the Agreement for Professional Consulting Services between the City of Adel and McClure for the U.S. 169 and ADM Fareway Intersection Study

4/23/2021 9:42:48 AM

- c) Consider Approval of Historic Preservation Commission's Recommendation to Proceed with VanWeelden Co.'s Quote for Museum Roof Replacement and Gutter Repairs
- d) Consider Approval of Engagement Agreement with Ahlers & Cooney for Open Records Litigation
- e) Consider Approval of Resolution No. 21-33, Fixing Date for a Public Hearing on the Proposal to Convey Real Property to William Dodds and Sheryl Gill Pursuant to a Proposed Real Estate Purchase Agreement, and Providing for Publication of Notice Thereof – Tuesday, May 11, 2021 at 6:00 p.m.

OTHER BUSINESS

ADJOURNMENT



ADEL CITY COUNCIL AGENDA
Monday, April 26, 2021 at 6:00 p.m.

Due to public health concerns related to COVID-19, and as authorized by emergency proclamation of the Governor of the State of Iowa, this meeting of the City Council will be conducted electronically, pursuant to Iowa Code Section 21.8, as holding the meeting in person is impossible or impractical. Interested persons may attend or participate in the meeting by the following methods:

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PUBLIC HEARING

1. Proposed Rezoning of 16.10 Acres of Cramer & Associates' Land Immediately South of the Southbridge PUD from A-1 (Existing Agriculture District) to R-4 (Multi-Family District)

This public hearing considers the proposed rezoning of 16.10 acres of Cramer & Associates, Inc.'s land immediately south of the Southbridge PUD from Agriculture to Multi-Family. This item was set at the April 13 council meeting.

This area is being targeted for senior and affordable apartments. The development group, which consists of Oculus Development, LLC and the Affordable Housing Foundation, Inc., is expected to present their vision for the property. The City's Planning & Zoning Commission recommended this rezoning on April 5. As of Friday, April 23 at 2:00 p.m., no written or oral comments have been received.

COMMENTS FROM THE PUBLIC

CONSENT AGENDA

If a council member would like to discuss a consent agenda item, it may be pulled from the consent agenda upon request. City staff is recommending approval of the entire consent agenda.

- a) Consider Approval of City Council Minutes Dated April 13, 2021

OLD BUSINESS

- a) Discussion / Possible Action on Island Park Campground Lease and Operating Proposal from Rowdy Merical and Charlie Merical

This item considers the Island Park Campground proposal from Rowdy Merical and Charlie Merical that the council approved moving forward with on April 13. City staff hopes to have an update on the progress of finalizing the lease agreement.

NEW BUSINESS

- a) Consider Approval of Ordinance No. 363, Amending the Zoning Ordinance of the City of Adel, Iowa, by Rezoning 16.10 Acres from A-1 (Existing Agriculture District) to R-4 (Multi-Family District) – Cramer & Associates, Inc. Land Immediately South of the Southbridge PUD – First Reading

This ordinance considers approving the proposed rezoning of 16.10 acres of Cramer & Associates, Inc.'s land immediately south of the Southbridge PUD from Agriculture to Multi-Family. The public hearing was scheduled for earlier in the meeting.

This area is just south of the Southbridge PUD (i.e., south of 302nd Place) and immediately east of HWY 169. The City's Future Land Use Plan identifies this area as mostly "Mixed Use," though a portion of it on the east side is identified as "Low Density Residential."

A development group, which consists of Oculus Development, LLC based out of Chicago and the Affordable Housing Foundation based out of Urbandale, is targeting this area for senior and affordable apartments. The group has applied for the State of Iowa's Housing Tax Credit Program. A preliminary plat could be submitted in the coming months.

The council packet includes the minutes from the City's Planning & Zoning Commission (P&Z), which met on April 5 and recommended approval. Besides the development group, the commission did not receive any written or oral comments.

When Cramer & Associates, Inc. presented a draft master concept to the City in early 2018, the concept showed this area as multi-family. Since that time, City staff has heard there is a need for many kinds of housing products, including senior and affordable housing.

In addition, since 2018, City staff has heard from several developers looking to do multi-family. However, none presented as strong or clear of a vision as this development group, and several asked for major City incentives or assistance compared to this group.

Previous development plans in this area have raised questions about traffic and HWY 169. However, the City has been actively coordinating with the DOT on this corridor, and any highway access will need to meet the DOT's requirements.

City staff is recommending approval of the first reading. Given the unanimous recommendation from P&Z, City staff is supportive of waiving the second and third readings.

- b) Consider Approval of Resolution No. 21-32, Approving the Agreement for Professional Consulting Services between the City of Adel and McClure for the U.S. 169 and ADM Fareway Intersection Study

This resolution considers approving an agreement with McClure to conduct a traffic study of the ADM / Fareway intersection on HWY 169. The purpose of the study will be to determine whether DOT warrants can be met for traffic signals. The study, which will cost up to \$17,500, would be completed in June and submitted to the DOT this summer. Depending on the DOT's review of the study, a separate contract with McClure could be developed to design the improvements and bid the project.

ADM and Fareway have been notified of this potential study. The City would amend its budget to fund this and seek to reimburse the costs once a project bond has been issued. The DOT has noted that it has a grant program for installing traffic lights that could cover up to \$500,000. The City would also target sidewalks and storm water improvements in this area. The DOT seemed supportive of the City completing this study. City staff is recommending approval.

- c) Consider Approval of Historic Preservation Commission's Recommendation to Proceed with VanWeelden Co.'s Quote for Museum Roof Replacement and Gutter Repairs

This item considers approving the VanWeelden Co.'s quote for a roof replacement and gutter repairs at the Adel Historical Museum at 1129 Main Street. The roof issues have been known since at least last year, but the August 2020 derecho exacerbated the problems and tore off a section of the gutter system. The City's insurance agent reviewed the damages but only offered a nominal payment for repairs.

City staff solicited quotes from a half dozen contractors and received three (see council packet). The contractors noted that the roof needed a replacement and was beyond the stage of minor repairs. VanWeelden Co.'s total quote of \$21,400 includes cedar shingles and the gutter work, whereas the other two quotes varied on these items. While the State Historical Society of Iowa advised that asphalt shingles would be acceptable, it encouraged the use of wood shingles to maintain the museum's historical integrity.

VanWeelden Co. also has excellent experience with historic buildings, as it completed cedar roofs on two buildings at the Madison County Historical Complex. The City conducted a reference call with the Complex's director and confirmed this.

The City's Historic Preservation Commission met on April 20 and recommended the VanWeelden Co. quote. A representative of VanWeelden may join this council meeting to answer questions. This cost has been included in a proposed budget amendment. City staff is recommending approval of the VanWeelden Co. quote and would like to proceed as soon as possible to prevent further damage.

- d) Consider Approval of Engagement Agreement with Ahlers & Cooney for Open Records Litigation

This item considers approving an agreement with Ahlers & Cooney for a potential open records litigation issue. City Attorney Kristine Stone may be able to provide an update at this meeting, as this agreement is more “proactive” and may not be fully utilized. City staff is recommending approval.

- e) Consider Approval of Resolution No. 21-33, Fixing Date for a Public Hearing on the Proposal to Convey Real Property to William Dodds and Sheryl Gill Pursuant to a Proposed Real Estate Purchase Agreement, and Providing for Publication of Notice Thereof – Tuesday, May 11, 2021 at 6:00 p.m.

This resolution considers approving a public hearing for Tuesday, May 11 at 6:00 p.m. to consider the proposed sale of the City’s downtown patio parcels to William Dodds and Sheryl Gill (i.e., Brick Street Bakery). City staff and Ahlers & Cooney recently reached an agreement with William Dodds and his attorney after the council approved moving forward in March. City staff is recommending approval.

OTHER BUSINESS

ADJOURNMENT

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that the Council of the City of Adel, Iowa, will hold a public hearing on **Monday, April 26, 2021, at 6:00 PM.** Due to public health concerns related to COVID-19, this meeting of the City Council will be conducted electronically, pursuant to Iowa Code Section 21.8, as holding the meeting in person is impossible or impractical. Interested persons may attend or participate in the meeting by the following methods:

1. Videoconference: <https://bit.ly/31voeIQ>

2. Telephone: Dial-in: (515) 478-3549 Conference ID: 642 342 468#

Please check the posted agenda in advance of the meeting for any updates to the manner in which the public may access the meeting. Please contact the City Clerk's office at (515) 993-4525 or bsandquist@adeliowa.org if you have questions about the format of the meeting or to request copies of the proposed rezoning.

During the public hearing, the Council will consider the rezoning request by Cramer & Associates to rezone 16.10 acres from A-1 (Existing Agriculture District) to R-4 (Multi-Family Residential District)

Legal description for the portion being considered is as follows:

A PART OF GOVERNMENT LOTS 5, 6, 11 AND 12 IN SECTION 6, TOWNSHIP 78 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF ADEL, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SOUTHBRIDGE PLAT 3, AN OFFICIAL PLAT IN SAID CITY OF ADEL; THENCE NORTH 89°55'49" EAST ALONG THE SOUTHERLY LINE OF SAID SOUTHBRIDGE PLAT 3, A DISTANCE OF 71.87 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 50.00 FEET, WHOSE ARC LENGTH IS 23.34 FEET AND WHOSE CHORD BEARS NORTH 75°33'34" EAST, 23.13 FEET; THENCE NORTH 62°11'13" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 197.52 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 500.00 FEET, WHOSE ARC LENGTH IS 276.88 FEET AND WHOSE CHORD BEARS NORTH 78°03'04" EAST, 273.36 FEET; THENCE SOUTH 86°05'05" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 220.24 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 500.00 FEET, WHOSE ARC LENGTH IS 127.38 FEET AND WHOSE CHORD BEARS SOUTH 78°47'10" EAST, 127.04 FEET; THENCE SOUTH 71°29'15" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 40.06 FEET; THENCE NORTH 79°23'04" EAST CONTINUING

ALONG SAID SOUTHERLY LINE, 404.05 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 530.00 FEET, WHOSE ARC LENGTH IS 121.83 FEET AND WHOSE CHORD BEARS SOUTH 42°05'10" EAST, 121.56 FEET; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHERLY LINE A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1970.00 FEET, WHOSE ARC LENGTH IS 162.67 FEET AND WHOSE CHORD BEARS SOUTH 46°18'20" EAST, 162.62 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID SOUTHERLY LINE A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 54.45 FEET AND WHOSE CHORD BEARS SOUTH 08°03'20" WEST, 47.28 FEET; THENCE SOUTH 60°03'04" WEST CONTINUING ALONG SAID SOUTHERLY LINE, 26.86 FEET; THENCE SOUTH 60°03'04" WEST, 510.40 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 970.00 FEET, WHOSE ARC LENGTH IS 508.49 FEET AND WHOSE CHORD BEARS SOUTH 75°04'08" WEST, 502.68 FEET; THENCE NORTH 89°54'49" WEST, 338.41 FEET; THENCE NORTH 83°33'59" WEST, 45.28 FEET; THENCE NORTH 89°55'04" WEST, 77.50 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 44°54'57" WEST, 35.36 FEET TO THE EAST RIGHT OF WAY LINE OF HIGHWAY 169 ; THENCE NORTH 00°05'11" EAST ALONG SAID EAST RIGHT OF WAY LINE, 439.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.10 ACRES (701,295 SQUARE FEET).

At the above meeting, the Council shall receive oral or written objections from any resident or property owner of the City, to the above action. After all objections have been received and considered, the Council will, at this meeting or at any adjournment thereof, take additional action for the authorization of said rezoning described above or will abandon the proposal.

This Notice is given by order of the Council of the City of Adel, Iowa, pursuant to Section 362.3 of the Code of Iowa.

Dated this 17th day of April, 2021.

Brittany Sandquist
City Clerk, Adel, Iowa



The Adel Planning and Zoning met at City Hall and Electronically on Monday, April 5, 2021
At 6:30 **PM.**

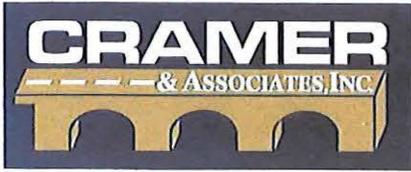
Commissioner's present were: Tom Waltz, Kent McAdon, Jonathan Fokken, Stephanie Poole, Summer Portzen, Christina Woods and Code Compliance Officer Steve Nichols. Absent: James West. Doug Mandernach, Robert Cramer, and members of Oculus and Members of the Affordable Housing Foundation.

Minutes for March 5, 2021 Public Hearing Meeting

I. Discussion / Possible Action on the Discussion / Possible Action on Rezoning Request from Cramer and Associates to Rezone 16.2 Acres from A-1 (Existing Agriculture District) to R-4 (Multi-Family Residential District). McAdon opened the meeting at 6:30 PM. Waltz made the motion to go into the public hearing and Fokken second. Nichols stated that was no written or verbal comments from the public prior to the meeting. Cramer was introduced and he proceeded to explain the area that was being requested for re-zoning. He explained the need for multi-family in the Adel area and this area does fit in with the land use plan. Steve Byer from Oculus gave a lengthy summary of how Adel was chosen for this project and that the need for affordable housing would help young family, teachers, and young adults. He explained that Oculus maintains ownership for years. He felt the two-story low-profile building would fit in with the surrounding area of commercial to the north and residential to the south. Kramer from the Affordable Housing Foundation also talked and explained the need and the process that they take when going through the rental process. Various items were discussed and can be listened to on the recording of the meeting. Fokken made a motion to go out of the public hearing and second by Waltz. McAdon ask if there was any discussion or comments. Members thought this would be a great addition to the community and a need that they have heard over the years that Adel needs. It was a very professional presentation, and they appreciated the information provide. **McAdon made a motion to approve the zoning request of changing the 16.2 acres plus from A-1 (Existing Agricultural District) to R-4 (Multi-Family Residential District) and forward this decision to Council to set a Public Hearing, second by Poole. Passed unanimously.**

Meeting adjourned at 7:30 PM

**Respectfully
Steve Nichols**



Cramer & Associates, Inc

3100 SW Brookside Drive

Grimes, Iowa 50111

Phone: 515-265-1447 Fax: 515-265-0834

www.cramerbridges.com

March 24th, 2021

Steve Nichols
City of Adel

RE: Request for re-zoning of Southbridge Plat 7

Dear Steve:

I have attached the required form for requesting a zoning change in our Southbridge Development in Adel. I am requesting that the area defined in the attachment as Southbridge Plat 7 be re-zoned from A-1 to R-4.

Oculus Development LLC, in partnership with the Affordable Housing Foundation, is proposing to build apartments with many amenities on these 16 acres. I have included their proposed site plan and building schematics.

As you know, the abutting property to the north has already been zoned for commercial and multi-family development. We will be submitting a separate request to re-zone the property to the south for single-family residential in the near future. But we would prefer that this re-zoning request have priority.

If Oculus/Affordable Housing Foundation are able to get their financing and this zoning change, this property will be purchased in July, 2021, and we would begin street and utility construction late this year. Construction of the apartments would begin in 2022. It would probably be a 3 to 5 year build-out of the apartments.

Please let me know if this is acceptable. Thanks.

Sincerely,

Robert Cramer, P.E.

President/CAO

rcramer@cramerbridges.com



A • D • E • L
I • O • W • A

Number: _____

APPLICATION FOR AMENDMENT TO THE
ZONING CODE OF ORDINANCES

Date: 3/19/21

Name of applicant: CRAMER AND ASSOCIATES, INC. Home Number: _____

Address: 3100 SW BROOKSIDE DRIVE Work Number: 515-265-1447
Grimes, IA 50111

Name of Attorney (if applicable): Adam Van Dike

Address: 666 Grand Avenue Suite 2000
Des Moines, IA 50309

If applicant is other than the owner, please explain: _____

The property is currently zoned: A-1

The type of zoning requested: R-4 MULTI-FAMILY RESIDENTIAL

Legal Description of the property (attach on a separate sheet if necessary): See attached.

Existing use of the land and/or buildings: AG

Proposed use of land and /or buildings: SENIOR HOUSING AND APARTMENTS

This application must be submitted with the following documents and fee:

- ___ A statement of the reasons and intentions for the planned future use of the area proposed for amendments.
- ___ A site plan, drawn to scale, showing existing and proposed structures, uses, open spaces, facilities for parking and loading, and arrangements for pedestrian and vehicular circulation. Also showing abutting properties with their use and zoning classifications
- ___ A proposed time schedule beginning and completion of development
- ___ A \$250.00 filing fee

Signature of the applicant: Robert Hamer Date: 3/19/21

FOR OFFICE USE

_____ Date Application Received, Documents included:
 _____ Statement of Intentions
 _____ Site Plan
 _____ Time Scheduled
 _____ Fee
 _____ Receipt # _____

_____ Date set for the Planning & Zoning Hearing
 _____ Date of Publication for the P&Z Hearing
 (Requires a 7-20 day notice)
 _____ Date notices sent to adjoining property owners
 (All owners within 200 feet of the change)

Planning & Zoning Commission action: _____

_____ Date set for the City Council Hearing *
 _____ Date of publication for the Council hearing
 (Requires 7 – 20 day notice)
 _____ Date notice sent to adjoining property owners
 (All owners within 200 feet of the change)

Summary of City Council action: _____

Signature of the Zoning Administrator: _____ Date: _____

* Iowa Code Chapter 414.4 requires that that the hearing before the City Council cannot be scheduled prior to the next regularly scheduled Council meeting.

SOUTHBRIDGE PLAT 7
REZONING DESCRIPTION

A PART OF GOVERNMENT LOTS 5, 6, 11 AND 12 IN SECTION 6, TOWNSHIP 78 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF ADEL, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Adel City Council
April 13, 2021 – Meeting Minutes

The Adel City Council met in regular session on Tuesday, April 13, 2021. Due to public health concerns related to COVID-19, and as authorized by emergency proclamation of the Governor of the State of Iowa, this meeting of the City Council was conducted electronically, pursuant to Iowa Code Section 21.8, as holding the meeting in person was impossible or impractical. Interested persons could participate in the meeting via phone or videoconference. At 6:00 p.m., Mayor Peters called the meeting to order. The following answered roll: Ockerman, Christensen, McAdon, and Selby. Miller joined at 6:03 p.m.

Staff Present: City Attorney Stone, City Administrator Brown, Finance Director Sandquist, Police Chief Shepherd, Public Works Director Overton, and Library Director Jayne.

PROCLAMATION

1. National Volunteer Week – April 18-24, 2021

COMMENTS FROM THE PUBLIC

1. Update on the City's Water and Sanitary Sewer Projects – Gary Brons with McClure stated that the new Water Treatment Plant began pumping finished water to the system on March 9. The contractor is still working through startup issues like the water hardness levels. The project is on track to reach final completion by May 30. The High Zone Water Main Project has begun and is ahead of schedule due to the favorable weather.
2. Andy Miller, 1815 S. 14th Street – Expressed a desire to bring trains back to Adel and to use an abandoned building as a train depot.

CONSENT AGENDA

- a) Consider Approval of City Council Minutes Dated March 9, 2021
- b) Consider Approval of March Bills and March 31, 2021 Treasurer's Report
- c) Consider Approval of Ahlers & Cooney, P.C. March 2021 Invoice to be Applied to Retainer
- d) Consider Approval of Resolution No. 21-29, Appointing an Interim City Clerk
- e) Consider Approval of Revised City Clerk Job Description
- f) Consider Approval of Resolution No. 21-30, Approving Budget Transfers for City Attorney Services
- g) Consider Approval of Pay Estimate No. 20 for the Adel Water System Improvements 2017 – Water Treatment Plant Project
- h) Consider Approval of Change Order No. 001 for the Water System Improvements 2020 – High Zone Water Main Project
- i) Consider Approval of Pay Estimate No. 01 for the Water System Improvements 2020 – High Zone Water Main Project
- j) Consider Approval of Change Order No. 001 for the Adel Wastewater System Improvements 2019 – Wastewater Treatment Plant Improvements Project
- k) Consider Approval of Pay Estimate No. 07 for the Adel Wastewater System Improvements 2019 – Wastewater Treatment Plant Improvements Project
- l) Consider Approval of Setting a Date for a Public Hearing for the FY20-21 Budget Amendments – Tuesday, May 11, 2021 at 6:00 p.m.

McAdon asked about the change order with the zinc coated pipes for the High Zone Water Main Project. Brons stated that the change was made based on the relatively cheap cost compared to the life extension of the infrastructure.

Motion by Ockerman, seconded by Miller, to approve the Consent Agenda.

Roll: Ayes – Unanimous. Motion carried.

DEPARTMENT HEAD REPORT

1. COVID-19 Pandemic – City Operational Changes and Efforts – Brown stated that Adel City Hall could reopen in May, with in-person council meetings targeted for June.
2. Second Council Meeting – Monday, April 26, 2021 at 6:00 p.m.

OLD BUSINESS

NEW BUSINESS

- a) Discussion / Possible Action on Island Park Campground Lease and Operating Agreement Proposals

Brown provided a brief history of the Island Park Campground and noted that camping has not occurred there since the flood in March 2019. Ockerman stated that the proposed lease agreement should be revised with more details and clarifications. Presentations were made by the two proposal groups: Don McKeen and Leon Meiners as one group, and Rowdy Merial and Charlie Merial as the other. The council discussed the proposals, what would be done by the City and the lessee, and whether the City should revise the RFP or negotiate with one of the groups.

Motion by Christensen, seconded by Miller, to accept the proposal from Rowdy Merial and Charlie Merial and direct City staff to negotiate an agreement that addresses all concerns as soon as possible.

Roll: Ayes – Christensen, Miller, and Selby. Nays – McAdon and Ockerman. Motion carried.

- b) Consider Approval of Resolution No. 21-31, Approving an Amendment to the Engineering Services Contract between the City of Adel and McClure Engineering for the Adel Water Utility Improvements – Phase 2

McAdon stated that it is important to keep the contract amendment cost of \$114,000 in the perspective of the total project's millions of dollars in construction costs.

Motion by Ockerman, seconded by Selby, to approve Resolution No. 21-31.

Roll: Ayes – Unanimous. Motion carried.

- c) Consider Approval of Setting a Date for a Public Hearing to Rezone Approximately 16 Acres of Cramer & Associates' Land Immediately South of the Southbridge PUD from A-1 (Existing Agriculture District) to R-4 (Multi-Family District) as Recommended by the City's Planning & Zoning Commission – Monday, April 26, 2021 at 6:00 p.m.

Christensen asked for more information about the development group behind this rezoning request, which is planning on applying to the State's low-income housing tax credit program.

**Motion by Ockerman, seconded by Miller, to set the date for a public hearing for this 16-acre rezoning request in Southbridge to Monday, April 26, 2021 at 6:00 p.m.
Roll: Ayes – Unanimous. Motion carried.**

OTHER BUSINESS

- 1. Mayor Peters stated that the next regular council meeting will be April 26, 2021 at 6:00 p.m.**

ADJOURNMENT

- 1. Meeting adjourned at 7:09 p.m.**

James F. Peters, Mayor

Attest: _____
Brittany Sandquist, City Clerk

ORDINANCE NO. 363

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF ADEL, IOWA, BY REZONING 16.10 ACRES FROM A-1 (EXISTING AGRICULTURE DISTRICT) TO R-4 (MULTI-FAMILY RESIDENTIAL DISTRICT) CRAMER & ASSOCIATES LAND SOUTH OF PUD (PLAT 7)

NOW, THEREFORE, be it ordained by the City Council of the City of Adel, Iowa, that:

Section 1. **ZONING MAP AMENDMENT.** The official zoning map of the City of Adel, Iowa, is hereby amended by changing the zoning classification of the following described real property, from its current classification for 16.10 acres of A-1 (Existing Agriculture District) to R-4 (Multi-Family Residential District) to wit:

Legal Description:

A PART OF GOVERNMENT LOTS 5, 6, 11 AND 12 IN SECTION 6, TOWNSHIP 78 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF ADEL, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SOUTHBRIDGE PLAT 3, AN OFFICIAL PLAT IN SAID CITY OF ADEL; THENCE NORTH 89°55'49" EAST ALONG THE SOUTHERLY LINE OF SAID SOUTHBRIDGE PLAT 3, A DISTANCE OF 71.87 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 50.00 FEET, WHOSE ARC LENGTH IS 23.34 FEET AND WHOSE CHORD BEARS NORTH 75°33'34" EAST, 23.13 FEET; THENCE NORTH 62°11'13" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 197.52 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 500.00 FEET, WHOSE ARC LENGTH IS 276.88 FEET AND WHOSE CHORD BEARS NORTH 78°03'04" EAST, 273.36 FEET; THENCE SOUTH 86°05'05" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 220.24 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 500.00 FEET, WHOSE ARC LENGTH IS 127.38 FEET AND WHOSE CHORD BEARS SOUTH 78°47'10" EAST, 127.04 FEET; THENCE SOUTH 71°29'15" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 40.06 FEET; THENCE NORTH 79°23'04" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 404.05 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 530.00 FEET, WHOSE ARC LENGTH IS 121.83 FEET AND WHOSE CHORD BEARS SOUTH 42°05'10" EAST, 121.56 FEET; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHERLY LINE A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1970.00 FEET, WHOSE ARC LENGTH IS 162.67 FEET AND WHOSE CHORD BEARS SOUTH 46°18'20" EAST, 162.62 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID SOUTHERLY LINE A

CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 54.45 FEET AND WHOSE CHORD BEARS SOUTH 08°03'20" WEST, 47.28 FEET; THENCE SOUTH 60°03'04" WEST CONTINUING ALONG SAID SOUTHERLY LINE, 26.86 FEET; THENCE SOUTH 60°03'04" WEST, 510.40 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 970.00 FEET, WHOSE ARC LENGTH IS 508.49 FEET AND WHOSE CHORD BEARS SOUTH 75°04'08" WEST, 502.68 FEET; THENCE NORTH 89°54'49" WEST, 338.41 FEET; THENCE NORTH 83°33'59" WEST, 45.28 FEET; THENCE NORTH 89°55'04" WEST, 77.50 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 44°54'57" WEST, 35.36 FEET TO THE EAST RIGHT OF WAY LINE OF HIGHWAY 169 ; THENCE NORTH 00°05'11" EAST ALONG SAID EAST RIGHT OF WAY LINE, 439.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.10 ACRES (701,295 SQUARE FEET).

The Zoning Administrator is directed to amend the Official Zoning Map to indicate said changes.

Section 2. **NOTATION.** The City Clerk shall hereby record the ordinance number and date of passage of this ordinance.

Section 3. **REPEALER.** All ordinances or parts of ordinances that are in conflict with this ordinance are hereby repealed.

Section 4. **SEVERABILITY.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. **WHEN EFFECTIVE.** This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law, whichever shall later occur.

Passed and approved by the Adel City Council this _____ day of _____, 2021.

James F. Peters, Mayor

Attest:

Brittany Sandquist, City Clerk

1st Reading _____

2nd Reading _____

3rd Reading _____

I certify that the foregoing was published as Ordinance No. 363 in the Dallas County News on the ____ day of _____, 2021

Brittany Sandquist, City Clerk

Resolution No. 21- 32

A RESOLUTION APPROVING THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF ADEL AND MCCLURE FOR THE U.S. 169 AND ADM FAREWAY INTERSECTION STUDY

WHEREAS, the City of Adel desires to begin planning for an improvement project on U.S. HWY 169 at the ADM – Fareway intersection to improve safety for drivers and pedestrians; and

WHEREAS, an Agreement for Professional Consulting Services with McClure has been prepared to gather and analyze data at this intersection, to prepare an intersection concept, and to develop a report for review by the Iowa Department of Transportation for further action; and

WHEREAS, based on McClure’s history of planning for the U.S. HWY 169 corridor in Adel, City staff believes that McClure is well-positioned to handle this project; and

WHEREAS, City staff is recommending approval of the agreement; and

WHEREAS, the City Council wishes to formally accept and approve the agreement.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA, that the attached Agreement for Professional Consulting Services between the City of Adel and McClure is hereby approved and accepted for the U.S. 169 and ADM Fareway Intersection Study.

Passed and approved this ____ day of _____, 2021.

James F. Peters, Mayor

Attest: _____
Brittany Sandquist, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 26th day of April, 2021, by and between the CITY OF ADEL, a municipal corporation, hereinafter referred to as "City", and MCCLURE, Clive, Iowa, (Fed. I.D. #42-098931), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement for the US 169 and ADM Fareway Intersection Study shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant	\$ 17,500.00
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Total	\$ 17,500.00
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B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable

insurance certificates with the City, and shall also provide evidence of the following additional coverage.

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of Adel
Attn: Anthony Brown, City Admin.
Address: 301 S. 10th Street
City, State: Adel, IA 50003

FOR THE CONSULTANT:

Name: McClure Engineering Company
Attn: Jeff Schug, Client Development Mngr
Address: 1360 NW 121st Street, Suite A
City, State: Clive, IA 50325

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City and other governmental authorities with jurisdiction over the work. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit

to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee or applicant for employment because of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant shall indemnify and hold the City, its officers, agents and employees harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that the City may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by Consultant. If a suit, action, arbitration or other proceeding is instituted by the City in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the City, as the prevailing party, shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the City, including those incurred on appeal.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for

any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Dallas, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant

shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

MCCLURE ENGINEERING COMPANY

CITY OF ADEL

BY: _____
Jeff Schug, Client Development Manager

BY: _____
James F. Peters, Mayor

Attachment 1: Scope of Services
US 169 and ADM Fareway Intersection Study

SERVICES OF THE CONSULTANT

1. BASIC SERVICES OF THE CONSULTANT

- a. Project Management – CONSULTANT will manage the project including setup and update to the project financial system, update the project schedule, prepare invoices and progress reports. Project management includes preparation of a quality traffic study and quality assurance/quality control (QA/QC) on deliverables.
- b. Crash Review – CONSULTANT will make a cursory review of crash data from the Iowa Department of Transportation (Iowa DOT) Iowa Crash Analysis Tool (ICAT) program. This shall be completed for the most recent 5-year period of available data. Crash patterns and clusters will be identified when applicable.
- c. Review/Update to Study – CONSULTANT will review analysis and evaluations completed to date to ascertain and update as appropriate. This is to include a review of trip generation and distribution of the potential developments within the study area, review traffic volume projections, level-of-service/delay analysis and signal warrant evaluations.
- d. Exhibit/Conceptual Intersection and Signal Layout – CONSULTANT will prepare a conceptual drawing to include basic horizontal design elements such as revise intersection geometry, if appropriate, to meet current design standards. Horizontal sidewalk geometry will be conceptualized according to potential locations and based on the best available data.

A signalized intersection layout will be prepared to include signal pole placements, vehicular signal heads, pedestrian signal heads and pushbutton locations. No preliminary or final design will be prepared as a part of this agreement.

It is anticipated that no additional right of way would be needed. No calculation of existing boundaries, platting or right of way is included in this scope of services. Existing property information from Dallas County will be used for intersection mapping of the conceptual layout.

- e. Written Report – Written documentation will be prepared as a final deliverable that will summarize the analysis and evaluations most recently completed. The report will at a minimum contain an introduction, crash review, potential development and their effects on roadway volumes, level-of-service (LOS) /delay analysis results, signal warrant findings for the intersection and recommendations for improvements. The recommended improvements for the US 63/ADM Fareway intersection will be shown in the conceptual drawing.

**Attachment 2
Project Milestone Schedule
US 169 and ADM/Fareway
Intersection Study
Adel, Iowa**



Project Schedule:

Client Approve Contract	April 26, 2021
Crash Review Complete	May 6, 2021
Review/Update to Study Information To Date	May 24, 2021
Exhibit of Intersection Layout	June 4, 2021
Exhibit of Conceptual Signal	June 11, 2021
Written Report	June 22, 2021
Quality assurance/quality control (QA/QC)	June 24, 2021
Deliverables to City	June 25, 2021

Attachment 3: Schedule of Fees
US 169 and ADM Fareway Intersection Study

1. Payment to the **Engineer** shall be made on a monthly basis, within 30 days of invoice for work completed to date, as per the following basis:

	<u>Fixed Fee or T&M</u>
Basic Services of the Consultant	\$17,500.00 T&M
<u>Total Contract</u>	<u>\$17,500.00 T&M</u>

* T&M = Time and Materials TBD = To Be Determined NA = Not Applicable

EXHIBIT 'A'
 McCLURE ENGINEERING COMPANY
 HOURLY RATE SCHEDULE
 (Effective through December 31, 2021*)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$270 - \$295
Project Manager	\$180 - \$220
Senior Professional	\$180 - \$275
Professional	\$150 - \$180
Junior Professional	\$120 - \$150
Senior Technician	\$130 - \$170
Technician	\$110 - \$130
Landscape Architect.....	\$120 - \$150
Field Crew Personnel.....	\$90 - \$120
On-Site Representative	\$110 - \$150
Client/Project Liason.....	\$130 - \$180
Administrative	\$60 - \$80

EQUIPMENT

3D Scanner per Scan.....	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.).....	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years



Anthony Brown

Subject: RE: 1129 Main St.

Kip,

Thank you for meeting today. Quotes follow. If you would like to see some of our cedar shingle installs, I have plenty of references. The Madison County Historical Complex may be the best place to look though. Please let me know if you have any questions.

ROOF REPLACEMENT-\$20,500

Remove existing cedar shingles
Inspect and replace any damaged roof decking
Install new metal edge
Install new metal roof vents
Install CCA Treated Wood Shingles
Cleanup and disposal of all debris

Replace rotted cedar fascia on west side-\$150

Replace gutters on east and west sides-\$750

Thank you,



Brad VanWeelden

President at VanWeelden Co.

A 305 NW 48th PL Des Moines, IA
50313

P 515-979-4772

F 515-309-6106

E brad@bradvanweelden.com

W <http://www.bradvanweelden.com/>



Anthony Brown

From: sean hokel <shokel@centurylink.net>
Sent: Monday, April 19, 2021 8:54 PM
To: Anthony Brown
Subject: Re: City Of Adel Museum Roof
Attachments: Historical building gutters.xlsx; Historical building roof asphalt shingle.xlsx; Historical building roof asphalt shake.xlsx

CAUTION: This email originated from outside the City of Adel's internal network. Do not click links, open attachments, or process requests unless you recognize the sender, know the content is safe, or verify that the request is authentic.

Anthony. Here are a couple bids using high end Asphalt shingles. Both are Class 4 and Impact resistant. The cheaper bid is a Certainteed Landmark Architectural shingle, Class 4. Could get in same color to match the back roofs of the building and would look the same. The other option is the Certainteed Presidential Shake which has the look of a wood shake. Also, could get similar color but would look more similar to the existing wood shakes. I have bid them both as complete OSB sheathing layovers assuming there are gaps in the current sheathing under the wood shakes. If not needed, I have itemized this cost and would be removed from final bill. I will send you a second email with pics of both Class 4 Asphalt options in these bids. Keep in mind a standard Architectural shingle would be cheaper yet. I can be available to discuss, bring samples, or whatever else may be needed. Thanks Sean Hokel

From: "Anthony Brown" <abrown@adeliowa.org>
To: "shokel" <shokel@centurylink.net>
Sent: Monday, April 19, 2021 5:03:30 PM
Subject: RE: City Of Adel Museum Roof

Thanks Sean for the email.

I believe the wood shingles are preferred, but a high-quality asphalt product could also be considered.

It would be helpful to have a quote soon if possible.

Thanks!

Sincerely,

Anthony Brown
City Administrator
City of Adel

From: shokel <shokel@centurylink.net>
Sent: Monday, April 19, 2021 3:20 PM
To: Anthony Brown <abrown@adeliowa.org>
Subject: RE: City Of Adel Museum Roof

Gutter Proposal

Hokel General Contracting

604 Timberview Dr. Adel, IA 50003
515-249-8011 shokel@centurylink.net

submitted to: City of Adel	job type: Gutter	date : 4-19-2021
address: 1129 Main	job description : 5" gutters w/ 4" downs	
city, state, zip : Adel, IA		
Phone #		

Color white

Bids include labor & material

	Quantity	Price	Total	
Ln. Foot of gutter	80	\$5.50	\$440.00	
Down spouts Ln. Foot	40	\$4.00	\$160.00	
LeafX Ln. Foot		\$5.50		
Gutter RX Ln. Foot		\$3.00		
Screen Ln. Foot		\$2.00		Included removal of old gutters
Inside corners				
Outside corners				
Elbows "A" down spout				
Elbows "B" down spout				
End caps				
End cap Leaf X				
Total			\$600.00	

<p>Note : No extra work or changes to this proposal will be recognized or performed by this contractor unless agreed to in writing by the owner. Also, no additional charges will be added without prior approval.</p> <p style="padding-left: 20px;">Contractor will provide insurance upon request.</p> <p style="padding-left: 20px;">Any invoice amount that remains unpaid after final day of project is subject to a monthly finance charge of 1.5 % the remaining bill.</p>	Contractor	Sean W. Hokel
	Contractor Signature	
	date :	
Note : This contract is valid for 90 days		

<p>Acceptance of Proposal - I do hereby agree to the price and specifications in this proposal and authorize the contractor listed above to perform the work as outlined with payment in full on the last day of the project.</p>	Dumpster/ Waste	\$30.00
date :	Labor Total	\$600.00
signature :	TOTAL PROJECT	\$630.00

Proposal

Hokel General Contracting

604 Timberview Dr. Adel, IA 50003
515-249-8011 shokel@centurylink.net

submitted to: City of Adel	job type: roof	date : 4-19-2021
address : 1129 Main	job description : Tear off Re roof	
city, state, zip: Adel, IA		
phone #		

Estimated Materials

18.5 sq. -	Architectural Class 4 shingle including all accessories (Certainteed)	rate \$175/sq.	
54-	OSB Sheathing \$40/ea	Material subtotal	\$5,395.00
		8 % tax & delivery	\$430.00
		Material Total	\$5,825.00

Estimate for Labor

18.5 sq. -	Remove (1) layers of wood shakes	rate \$100/ sq.	\$1,850.00
18.5 sq. -	Install OSB sheathing (entire roof)	rate \$60/ sq.	\$1,110.00
18.5 sq. -	Install new asphalt shingles & all accessories	rate \$90/sq.	\$1,665.00
		Labor Total	\$4,625.00

<p>Note : No extra work or changes to this proposal will be recognized or performed by this contractor unless agreed to in writing by the owner. Also, no additional charges will be added without prior approval.</p> <p>Contractor will provide insurance upon request.</p> <p>Any invoice amount that remains unpaid after final day of project is subject to a monthly finance charge of 1.5 % the remaining bill.</p>	Contractor	Sean W. Hokel
	Contractor Signature	
	date :	
	Note : This contract is valid for 90 days	

<p>Acceptance of Proposal - I do hereby agree to the price and specifications in this proposal and authorize the contractor listed above to perform the work as outlined with payment in full on the last day of the project.</p> <p>date : _____ signature : _____</p>	Dumpster/ Waste	\$350.00
	Material Total	\$5,825.00
	Labor Total	\$4,625.00
	TOTAL PROJECT	\$10,800.00

Proposal

Hokel General Contracting

604 Timberview Dr. Adel, IA 50003
515-249-8011 shokel@centurylink.net

submitted to: City of Adel	job type: roof shake	date : 4-19-2021
address : 1129 Main	job description :	
city, state, zip: Adel, IA	Tear off	
phone #	Re roof	

Estimated Materials

18.5 sq. -	Presidential Shake Class 4 including all accessories (Certainteed)	rate \$205/sq.	
54-	OSB Sheathing \$40/ea	Material subtotal	\$5,950.00
		8 % tax & delivery	\$475.00
		Material Total	\$6,425.00

Estimate for Labor

18.5 sq. -	Remove (1) layers of wood shakes	rate \$100/ sq.	\$1,850.00
18.5 sq. -	Install OSB sheathing (entire roof)	rate \$60/ sq.	\$1,110.00
18.5 sq. -	Install new asphalt shakes & all accessories	rate \$120/sq.	\$2,220.00
		Labor Total	\$5,180.00

<p>Note : No extra work or changes to this proposal will be recognized or performed by this contractor unless agreed to in writing by the owner. Also, no additional charges will be added without prior approval.</p> <p>Contractor will provide insurance upon request.</p> <p>Any invoice amount that remains unpaid after final day of project is subject to a monthly finance charge of 1.5 % the remaining bill.</p>	Contractor	Sean W. Hokel
	Contractor Signature	
	date :	
	Note : This contract is valid for 90 days	

<p>Acceptance of Proposal - I do hereby agree to the price and specifications in this proposal and authorize the contractor listed above to perform the work as outlined with payment in full on the last day of the project.</p>	Dumpster/ Waste	\$350.00
	Material Total	\$6,425.00
	Labor Total	\$5,180.00
date : _____ signature : _____	TOTAL PROJECT	\$11,955.00



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Kristine Stone

515.246.0314

kstone@ahlerslaw.com

April 13, 2021

VIA EMAIL abrown@adeliowa.org

Anthony Brown
Adel City Administrator
301 S. Tenth Street
P.O. Box 248
Adel, IA 50003

RE: Engagement Agreement – Open Records Litigation

Dear Anthony:

The purpose of this engagement letter is to confirm the terms of our Firm's engagement and to explain our billing practices. Upon the City's acceptance, this letter will serve as a memorandum of the terms of the engagement of this Firm to serve as counsel for the City of Adel in the above referenced matter. The legal services to be provided include defending the City in an open records lawsuit.

We are pleased to undertake this representation. The fees charged by the Firm for this representation will be based on the current hourly rate of the person performing the service at the time services are performed. The Firm's billing rates are reviewed, and sometimes revised, annually in January. Andrew Tice will be primarily responsible for this matter, and I will assist as needed. Mr. Tice's current rate is \$290 per hour and my rate is \$250 per hour. Out-of-pocket expenses including, but not limited to, photocopying expenses, would be in addition to the hourly charges and will also be billed separately on our statements. We will forward itemized statements of services rendered on a monthly basis to your attention. If payment is not rendered in a timely fashion, the Firm reserves the right to immediately terminate its representation.

Please indicate your approval and acceptance of the above referenced terms and conditions of our engagement by signing, dating, and returning a copy of this letter to me. Should you have any questions or concerns about our proposed terms and conditions, please do not hesitate to contact me.

APPROVAL

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City of Adel, and execute, date and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the City of Adel and we look forward to working with you.

Sincerely,

AHLERS & COONEY, P.C.

By *Kristine Stone*

Kristine Stone

Accepted and approved on behalf of the City Council*

By: _____ Dated: _____
Title: Mayor

*Authorized by Resolution \ Motion _____ approved on _____,
2021.



Ahlers & Cooney, P.C.
Attorneys at Law

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Des Moines, Iowa 50309-2231

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Fax: 515-243-2149

www.ahlerslaw.com

Jenna H. Bishop
515.246.0328
jbishop@ahlerslaw.com

April 22, 2021

All enclosures sent via email: abrown@adeliowa.org

City of Adel, Iowa
c/o Anthony Brown, City Administrator
301 S. 10th Street
Adel Iowa 50003

RE: City of Adel – Public Hearing Proceedings for Conveyance of Property to
William Dodds and Sheryl Gill

Dear Anthony:

We are enclosing suggested proceedings to be acted upon by the Council with respect to the conveyance of property to William Dodds and Sheryl Gill pursuant to a proposed Real Estate Purchase Agreement (the “Agreement”). The enclosed documents include the proceedings for the April 26th Council Meeting as well as for the May 11th Council Meeting.

The proceedings consist of five documents:

1. Resolution for April 26, 2021 Council Meeting. This Resolution fixes the date for a public hearing on the proposal to convey real property to William Dodds and Sheryl Gill pursuant to the Agreement, and orders publication of a Notice of Public Hearing. The Resolution includes a form of Notice for publication in Section 3.
2. Notice of Public Hearing. The Iowa Code requires a Notice of Public Hearing be published in a newspaper of general circulation within the City prior to the date of the public hearing. This must be published **at least 4 days before but not more than 20 days before** the public hearing. The Notice tells the public that a copy of the Agreement is on file with the City. Please ensure a copy of the Agreement is available from the City Clerk (available by electronic copy is fine).

NOTE: The enclosed Notice was drafted based on information current as of the date of this letter. If material changes are made in the current version of the Agreement, the Notice of Public Hearing may not be effective. Accordingly, the Notice would have to be re-published for a later meeting.

3. Certificate of Publisher’s Affidavit. Following the publication of the Notice of Public Hearing, complete the enclosed Certificate of Publisher’s Affidavit and ensure that a

copy of the Publisher's Affidavit (provided by the newspaper) has been attached, with a copy of the published Notice. Retain the original and send us a copy.

4. Resolution for May 11, 2021 Council Meeting. The proceedings for the second meeting are prepared to show, as a first step, the holding of the public hearing for the receiving of any oral or written objections from any resident or property owner to the proposed action of the City Council. A summary of the objections/comments received or made, if any, should be attached to the proceedings. After all objections/comments have been received and considered, and if the City Council decides not to abandon the proposed action, a form of resolution follows that should be introduced and adopted, entitled Resolution Approving and Authorizing the Conveyance of Real Property to William Dodds and Sheryl Gill. **Following the adoption of this Resolution, the City Clerk and Mayor may execute the Agreement on behalf of the City.**

NOTE: We recommend that the Buyers execute the Agreement prior to the public hearing, so that the City's approval and execution of the Agreement can be the final step in approving the Agreement. After the Agreement is finalized, we will begin the preparation for Closing.

5. Affidavit Re Disposition of Real Property. This document should be signed by the City Clerk **and notarized**. The original of this document will need to be filed with the County Recorder along with a copy of (1) the Publisher's Affidavit/proof of publication of the Notice of Public Hearing and (2) the Authorizing Resolution from May 11, 2021 attached to prove the City's compliance with the requirements of the Iowa Code. The first page of the Affidavit document is the County Recorder's Cover Sheet. **The City does not need to record this document until Closing.** This Affidavit can be recorded at the same time as the deed that the City will sign at Closing to complete the transfer of the property.

Please make sure we have shown the correct dates, times, and locations of your meetings on the documents. We have used the legal description from the Agreement. Please let us know if any changes need to be made to the proceedings.

Following completion of the proceedings, please return copies of the following documents to our office for our records:

1. Copy of fully executed Agreement
2. Completed Resolutions (from April 26, 2021 and May 11, 2021)
3. Copy of Certificate of Publisher's Affidavit (with publisher's affidavit and copy of published Notice attached)

If you have any questions, please do not hesitate to contact our office.

April 22, 2021
Page 3

Very truly yours,

AHLERS & COONEY, P.C.

A handwritten signature in black ink that reads "Jenna H. Bishop". The signature is written in a cursive, flowing style.

Jenna H. Bishop

JHB:lv

cc: Brittany Sandquist, Interim City Clerk

01874852-1\10113-118

ITEM TO INCLUDE ON AGENDA

CITY OF ADEL, IOWA

April 26, 2021

6:00 P.M.

- Resolution fixing date for a public hearing on the proposal to convey real property to William Dodds and Sheryl Gill pursuant to a proposed Real Estate Purchase Agreement

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.**

April 26, 2021

The City Council of the City of Adel in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa, at 6:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY REAL PROPERTY TO WILLIAM DODDS AND SHERYL GILL PURSUANT TO A PROPOSED REAL ESTATE PURCHASE AGREEMENT, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. 21-33

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY REAL PROPERTY TO WILLIAM DODDS AND SHERYL GILL PURSUANT TO A PROPOSED REAL ESTATE PURCHASE AGREEMENT, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the City Council of the City of Adel (the "City") has received a proposal from William Dodds and Sheryl Gill (the "Buyers") in the form of a Real Estate Purchase Agreement (the "Agreement"), which Agreement proposes that the City convey certain of its land to the Buyers for \$21,500.00, which land is legally described as follows:

Commencing at a point 94 feet West of the Northeast Corner of Lot Seven (7) in Block Thirteen (13) in said town of Adel, Iowa. Thence South to within 2 feet of the North line of the middle one-third (1/3) of said Lot 7, thence West 16 feet, thence North to North line of said Lot 7, thence East to the place of beginning. Said Block 13 being located on the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 29, Township 79 North, Range 27 West of the 5th P.M. Dallas County, Iowa.

And

The East 94 feet of the North one-third (N 1/3) of Lot Seven (7) in Block Thirteen (13) in the Town of Adel, Dallas County, Iowa, (Except 2 feet off the South side of said North 1/3 of said Lot).

WHEREAS, pursuant to the terms of the Agreement, the Buyers would be required to complete certain improvements on the Property, including installing a cast iron urn and historic period appropriate outdoor lighting, within 18 months of the Closing Date (as further defined and described in the Agreement); and

WHEREAS, it is appropriate pursuant to Iowa Code Section 364.7 to publish a Notice of the proposed conveyance and of the hearing and to receive and consider objections and petitions.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ADEL IN THE STATE OF IOWA:

Section 1. That this Council meet at 6:00 P.M. on May 11, 2021, for the purpose of taking action on the matter of the proposal to convey real property to William Dodds and Sheryl Gill pursuant to the terms of the Agreement. Said meeting of the Council is expected to be conducted electronically, pursuant to Iowa Code Section 21.8.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF Adel IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO CONVEY REAL
PROPERTY TO WILLIAM DODDS AND SHERYL GILL, AND
THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Adel in the State of Iowa, will hold a public hearing at its meeting on May 11, 2021, at 6:00 P.M., at which meeting the Council proposes to take action on the proposal to convey certain real property to William Dodds and Sheryl Gill (the “Buyers”) under the terms of a proposed Real Estate Purchase Agreement (the “Agreement”).

Due to public health concerns related to COVID-19, as authorized by emergency proclamation of the Governor of the State of Iowa, this meeting of the City Council will be conducted electronically, pursuant to Iowa Code Section 21.8, as holding the meeting in person is impossible or impractical. The public may access the meeting electronically in the manner specified below:

1. Join by videoconference: <https://bit.ly/3v5GgPo>
2. Join by phone: (515) 478-3549
Conference ID: 320 020 316#

The property proposed to be conveyed to the Buyers is legally described as follows:

Commencing at a point 94 feet West of the Northeast Corner of Lot Seven (7) in Block Thirteen (13) in said town of Adel, Iowa. Thence South to within 2 feet of the North line of the middle one-third (1/3) of said Lot 7, thence West 16 feet, thence North to North line of said Lot 7, thence East to the place of beginning. Said Block 13 being located on the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 29, Township 79 North, Range 27 West of the 5th P.M. Dallas County, Iowa.

And

The East 94 feet of the North one-third (N 1/3) of Lot Seven (7) in Block

Thirteen (13) in the Town of Adel, Dallas County, Iowa, (Except 2 feet off the South side of said North 1/3 of said Lot).

Pursuant to the terms of the Agreement, the Buyers would be required to complete certain improvements on the Property, including installing a cast iron urn and historic period appropriate outdoor lighting, within 18 months of the Closing Date (as further defined and described in the Agreement).

A copy of the Agreement may be reviewed at the office of the City Clerk, located in the office of the City Clerk, City Hall, City of Adel, Iowa.

At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed conveyance. After the public hearing, the Council may make a final determination to accept or reject the Agreement as submitted, or upon condition that certain terms be changed, or the Council may defer action until a subsequent meeting.

This notice is given by order of the City Council of the City of Adel in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa.

Dated this _____ day of _____, 2021.

City Clerk, City of Adel in the State of Iowa

(End of Notice)

PASSED AND APPROVED this April 26, 2021.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF DALLAS)

I, the undersigned City Clerk of the City of Adel, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2021.

City Clerk, City of Adel, State of Iowa

REAL ESTATE PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into on _____, 2021, by and between the CITY OF ADEL, IOWA, a municipality (the "City"), and WILLIAM DODDS and SHERYL GILL, husband and wife, and individual residents of the State of Iowa (collectively, the "Buyer").

WITNESSETH:

WHEREAS, the City is the owner of certain real property locally known as 111 North 9th Street, Adel, Iowa, and more particularly described as follows:

Commencing at a point 94 feet West of the Northeast Corner of Lot Seven (7) in Block Thirteen (13) in said town of Adel, Iowa. Thence South to within 2 feet of the North line of the middle one-third (1/3) of said Lot 7, thence West 16 feet, thence North to North line of said Lot 7, thence East to the place of beginning. Said Block 13 being located on the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 29, Township 79 North, Range 27 West of the 5th P.M. Dallas County, Iowa.

And

The East 94 feet of the North one-third (N 1/3) of Lot Seven (7) in Block Thirteen (13) in the Town of Adel, Dallas County, Iowa, (Except 2 feet off the South side of said North 1/3 of said Lot).

(the "Property"); and

WHEREAS, Buyer has proposed to purchase the Property from the City, and in connection therewith to undertake certain improvements on the Property, including installing a cast iron urn and historic period appropriate outdoor lighting as more particularly described and depicted in Exhibit A attached hereto and made a part hereof (the "Minimum Improvements"), and thereafter to maintain the Property as an outdoor dining area and bicycle parking lot for customers of the Brick Street Bakery, which obligations are collectively described herein as the "Project"; and

WHEREAS, the City believes that the sale and development of the Property pursuant to this Agreement, and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes of the applicable State and local laws and requirements under which the foregoing project has been undertaken.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. BUYER REPRESENTATIONS AND WARRANTIES

Section 1.1. Representations and Warranties of Buyer. Buyer makes the following representations and warranties:

a. The Buyer has all requisite authority and capacity to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly executed and delivered by Buyer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Buyer.

c. Buyer shall cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction of the Minimum Improvements.

d. Buyer shall cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement and all applicable local, State, and federal laws, ordinances, and regulations.

e. Buyer shall obtain, in a timely manner, all required permits, licenses, and approvals, and shall meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

Section 1.2. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and political subdivision organized under the provisions of the constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

ARTICLE II. PURCHASE AND SALE OF THE PROPERTY

Section 2.1. Transfer of Property. For the purchase price of \$21,500.00 (the “Purchase Price”) and other consideration, including the obligations of Buyer under this Agreement, the City agrees to sell, and Buyer agrees to purchase, the Property, together with any easements and appurtenant servient estates, but subject to reasonable easements of record for public utilities and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement. The City’s transfer of the Development Property is subject to the City Council’s prior compliance with the provisions of the Iowa Code with respect to approval of the disposition of interests in real property. The Purchase Price shall be paid, by cashier’s check or wire transfer, at Closing.

Section 2.2. Closing. The closing of the purchase transaction herein, shall occur on the later of: (i) ten (10) days from satisfaction of the title requirement set forth in Sections 2.7 and 2.8 below; (ii) June 15, 2021; or (iii) such other date as the parties herein mutually agree (the “Closing Date”). Subject to prorations and credits as set forth herein, Buyer shall pay the Purchase Price to the City at the Closing. At Closing, the City will file with the County Recorder’s Office a properly executed Groundwater Hazard Statement and a Declaration of Value, to the extent required by law. The transfer shall be considered closed upon the delivery to Buyer of a duly executed deed without warranty for the Development Property in the form reasonably acceptable to Buyer, and the filing of all title transfer documents (“Closing”). All parties and individual signatories hereto further agree to make, execute, and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 2.3. Real Estate Taxes.

a. The City shall pay all real estate taxes that are due and payable as of the date of Closing and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. Additionally, the City shall be responsible and shall pay for all other charges for periods prior to the Closing Date, including but not limited to all fines, citations or other municipal charges or infractions affecting the Property.

b. Buyer (or its permitted successors, assigns, or transferees) shall pay or cause to be paid, when due, all real property taxes payable with respect to all and any parts of the Development Property, including the Minimum Improvements, acquired and owned by it pursuant to the provisions of this Agreement for periods subsequent to Closing. This Section shall survive Closing.

c. After Closing, Buyer (or its permitted successors, assigns, or transferees) shall not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property until the Termination Date.

Section 2.4. Special Assessments.

- a. The City shall pay in full all special assessments which are a lien on the Property as of the date of Closing.
- b. All charges for solid waste removal, sewage and maintenance that are attributable to City's possession, including those for which assessments arise after Closing, shall be paid by City.
- c. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by City through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to City.
- d. Buyer shall pay all other special assessments.

Section 2.5. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Property prior to Closing. The City agrees to maintain existing insurance it has on the Property, if any, until Closing. The Buyer may purchase additional insurance on the Property prior to Closing. In the event of substantial damage or destruction prior to the Closing, the Buyer shall have the option of using insurance proceeds to repair the Property to its condition existing prior to such event, or Buyer may terminate this Agreement upon notice to City. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the Closing Date.

Section 2.6. Condition of Property; No Warranties or Representations by City. Buyer agrees to purchase the Property "As Is"; except as specifically set forth in this Agreement. Except as otherwise set forth herein, the City makes no warranties or representations as to the condition of the Property. THE CITY AND BUYER ACKNOWLEDGE AND AGREE THAT CITY HAS UNDERTAKEN NO ENVIRONMENTAL INSPECTIONS, SUBSURFACE INVESTIGATIONS, OR ANY OTHER FORM OF INVESTIGATION, INSPECTION, OR EVALUATION WITH RESPECT TO THE SUITABILITY OF THE PROPERTY FOR BUYER'S PROPOSED USES, AND FURTHER THAT EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE CITY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR BUYER'S PROPOSED USES OR ANY OTHER USE. Except as otherwise set forth above and herein, the Buyer hereby waives all claims against the City as to the condition of the Property, including but not limited to the Property's suitability for any particular or general use. This Section shall survive the Closing.

Section 2.7. Abstract and Title. The City, at its sole expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and deliver it to Buyer's attorney for examination. It shall show merchantable title in City in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The City shall make every reasonable effort to promptly perfect title. If Closing is delayed due to City's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The

abstract shall become the property of Buyer when the Purchase Price is paid in full. City shall pay the costs of any additional abstracting and title work due to any act or omission of City.

Section 2.8. Survey. Buyer may, at Buyer's expense prior to Closing, have the Property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect and objection.

Section 2.9. Environmental Matters.

a. At Closing, to the extent required by applicable law, a Groundwater Hazard Statement will be filed by the City regarding the following items: 1) wells; 2) solid waste disposal; 3) hazardous waste; 4) underground storage tanks; and 5) ancient burial sites located on the property, which shall reflect the absence of any such conditions.

b. The Buyer may, at their expense, within 15 days after mutual acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. If any such substances, pollutants, contaminants or underground storage tanks are found, then this Agreement may be terminated at the Buyer's option and, upon written notice of termination, whereby neither party shall have any further rights or obligations with respect to this Agreement.

Section 2.10. Certification. Buyer and City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Section 2.11. Reversionary Right.

a. As security for completion of the Minimum Improvements, the City shall hold a reversionary right in the Development Property (the "Reversionary Right") prior to the commencement of construction/installation of the Minimum Improvements on the Development Property by Buyer.

b. If Buyer fails to complete the Minimum Improvements within eighteen (18) months of the Closing Date, subject to delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay, including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other

than acts of the City, with respect to a City-claimed delay) (“Unavoidable Delays”), or an Event of Default occurs before the City’s Reversionary Right has been released, then the City may exercise its Reversionary Right to retake title to the Development Property. Buyer agrees to execute all documents that may be necessary to City’s exercise of the Reversionary Right. During the time the City holds the Reversionary Right, Buyer shall not transfer, sell, convey, or encumber with liens the Development Property or any portion thereof to a third-party entity or person.

c. Upon Buyer’s completion of construction/installation of the Minimum Improvements on the Development Property, Buyer may submit a written request to the City for a release of the Reversionary Right. Within fifteen (15) days of the City’s receipt of such written request, if the City determines that Buyer has commenced development/construction of the Minimum Improvements on the Development Property, then the City shall provide a written release of its Reversionary Right in a recordable form to Buyer.

ARTICLE III. MINIMUM IMPROVEMENTS AND DEVELOPMENT PROPERTY

Section 3.1. Construction of Minimum Improvements.

a. Buyer agrees that it shall cause the construction/installation of the Minimum Improvements on the Development Property in conformance with this Agreement and all federal, State, and local laws, ordinances, and regulations. The design and materials of the Minimum Improvements are approved by the City as part of the City’s execution of this Agreement.

b. Subject to Unavoidable Delays, Buyer shall undertake and complete construction of the Minimum Improvements within eighteen (18) months of the Closing Date, or such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

c. Buyer agrees that it (or its permitted successors, assigns, or transferees) shall permit designated representatives of the City, upon reasonable notice to Buyer (which does not have to be written), to enter upon the Development Property during the construction/installation of the Minimum Improvements to inspect such construction and the progress thereof.

d. Notwithstanding the forgoing, the execution of this Agreement by the City shall not: (a) be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City applicable to the Minimum Improvements; (b) be deemed to be sufficient to serve as the basis for the issuance of a building permit for the Minimum Improvements; (c) relieve Buyer (or its permitted successors, assigns, or transferees) of any obligation to comply with the provisions of applicable federal, State, and local laws, ordinances, and regulations related to the Minimum Improvements; (d) be deemed to constitute a waiver of any Event of Default; or (e) subject the City to any liability for the Minimum Improvements as constructed.

Section 3.2. Insurance.

a. During the process of constructing the Minimum Improvements and thereafter until the Termination Date, Buyer (or its permitted successors, assigns, or transferees) shall maintain or cause to be maintained at all times insurance against loss and/or damage to the Minimum Improvements and Development Property under a policy or policies covering such risks as are ordinarily insured against by persons or organizations of like size and risk exposure, and all insurance required by law.

b. Following completion of constructing the Minimum Improvements and until the Termination Date, Buyer (or its permitted successors, assigns, or transferees) shall notify the City immediately in the case of damage exceeding \$15,000 in amount to, or destruction of the Minimum Improvements, or any portion thereof resulting from fire or other casualty, and further shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the proceeds of insurance received by Buyer for such purposes are sufficient.

Section 3.3. Operation of the Development Property. Following completion of constructing the Minimum Improvements and until the Termination Date, Buyer agrees to maintain the Development Property as an outdoor dining area and bicycle parking lot for customers of the Brick Street Bakery and members of the public.

ARTICLE IV. ADDITIONAL COVENANTS OF BUYER

Section 4.1. Maintenance of Properties. At least until the Termination Date, Buyer will maintain, preserve, and keep the Minimum Improvements and Development Property, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 4.2. Maintenance of Records. Buyer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to its business and affairs relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Buyer will provide reasonable protection against loss or damage to such books of record and account.

Section 4.3. Compliance with Laws. Buyer will comply with all state, federal and local laws, rules and regulations relating to the Development Property and the Minimum Improvements.

Section 4.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Buyer shall not discriminate against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Buyer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 4.5. Available Information. Upon request, Buyer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with this Agreement.

Section 4.6. Assignment. As security for the obligations of Buyer under this Agreement, Buyer represents and agrees that, prior to the Termination Date, Buyer will not assign its interest in this Agreement, or transfer or convey the Minimum Improvements or the Development Property, to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Buyer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the City's consent is not required for the Buyer's assignment of this Agreement and transfer or conveyance of the Minimum Improvements or Development Property to an entity affiliated with Buyer. Additionally, the City's consent shall not be required for any mortgage or encumbrance placed on the Minimum Improvements or the Development Property at any time subsequent to the Reversionary Period.

ARTICLE V. DEFAULT AND REMEDIES

Section 5.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

a. Failure by Buyer (or its permitted successors, assigns, or transferees) to cause the construction/installation of the Minimum Improvements to be completed pursuant to the terms and conditions of this Agreement;

b. Transfer of Buyer's interest in the Development Property or this Agreement or the assets of Buyer in violation of the provisions of this Agreement;

c. Failure by Buyer (or its permitted successors, assigns, or transferees) to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

d. Any representation or warranty made by Buyer in this Agreement or in any written statement or certificate furnished by Buyer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof;

e. Failure by City to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement; or

f. Any representation or warranty made by City in this Agreement or in any written statement or certificate furnished by City pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 5.2. Remedies on Default.

a. If the Buyer fails to timely perform its obligations under this Agreement, the City shall be entitled to exercise all rights and remedies at law or in equity.

b. If the City fails to timely perform its obligations under this Agreement, the Buyer shall be entitled to exercise all rights and remedies at law or in equity.

Section 5.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.4. No Implied Waiver. In the event any term contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE VI. MISCELLANEOUS

Section 6.1. Conflict of Interest.

a. Buyer represents and warrants that, to its best knowledge and belief, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

b. The undersigned representatives of the City represent and warrant that, to their best knowledge and belief, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 6.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched

by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Buyer, is addressed or delivered personally to William Dodds at 120 SW 5th St., Unit 703, Des Moines, IA 50309; and
- b. In the case of the City, is addressed to or delivered personally to the City of Adel at City Hall, 301 S. 10th Street, P.O. Box 248, Adel, IA 50003, Attn: City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 6.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 6.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 6.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 6.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2026, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 6.9. No Merger. None of the provisions of this Agreement shall be deemed merged in, affected by, or impaired by a deed provided by the City at Closing. The terms of this Agreement shall survive Closing until the Termination Date.

Section 6.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, homebuyer, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 6.11 Recordation. Neither party shall record this Agreement without the prior written consent of the other party.

Section 6.12. Brokers. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and hold the other harmless from any claim by any real estate agent or broker arising out of or related to this transaction which arises under said party.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Buyer has caused this Agreement to be duly executed all on or as of the day first above written.

[Signature pages follow]

CITY:

(SEAL)

CITY OF ADEL, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared James F. Peters and Angela Leopard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Adel, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Purchase Agreement – City of Adel]

BUYER:

WILLIAM DODDS

William Dodds

SHERYL GILL

Sheryl Gill

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared William Dodds and Sheryl Gill, to me personally known, who, being by me duly sworn, did say that the execution of said instrument was their voluntary act and deed.

Notary Public in and for the State of Iowa

[Signature page to Purchase Agreement – Buyer]

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Exhibit A
Minimum Improvements

Planted Cast Iron Urn

The urn used will be a Kramer Brothers Foundry cast iron urn that I already have in my possession. This urn is appropriate to the period and will be painted a traditional green black color before being placed. See picture below.

Beginning in 1893, Kramer Brothers Foundry, Dayton, Ohio, made high quality cement (concrete) worker's tools with the brand name Gem. Kramer Brothers' tools included nickel-plated cast iron, brass, and bronze edgers, groovers, inside and outside angles, out-curve and in-curve edgers, gutter tools, jointers, and imprint (indent) rollers. In 1914 they claimed to be the largest cement tool manufacturer in the US.

Kramer's other cast iron products included parts for cooking and heating stoves, coal furnace parts, piano mover casters, sewer fittings, street lamp standards (posts), floral urns, lawn settees and chairs, and garden statuary. Their garden and decorative products are in the US Smithsonian collection and sold in high-end auctions.



Period Appropriate Historic Lighting

The lighting used for this project will be two reproduction, pole mounted, medium sized versions of the Welsbach Street Lighting Company's popular "Boulevard" model streetlights which were widely used all over the United States and the world in the late nineteenth and early twentieth centuries. Versions of these lights have been used in the restoration of the Iowa Capitol Complex grounds and the World Food Prize campus in Des Moines as well as in many other historic preservation projects. These lights will be electric rather than the original gas. They will be located at "B" and "C" on the attached site plan.

Specifications for these lights and poles are on the pages that follow.

Site Plan

Wooden Fence

Historic
Lighting
(L)

Bike Parking - Brack chips

Historic
Lighting
(B)

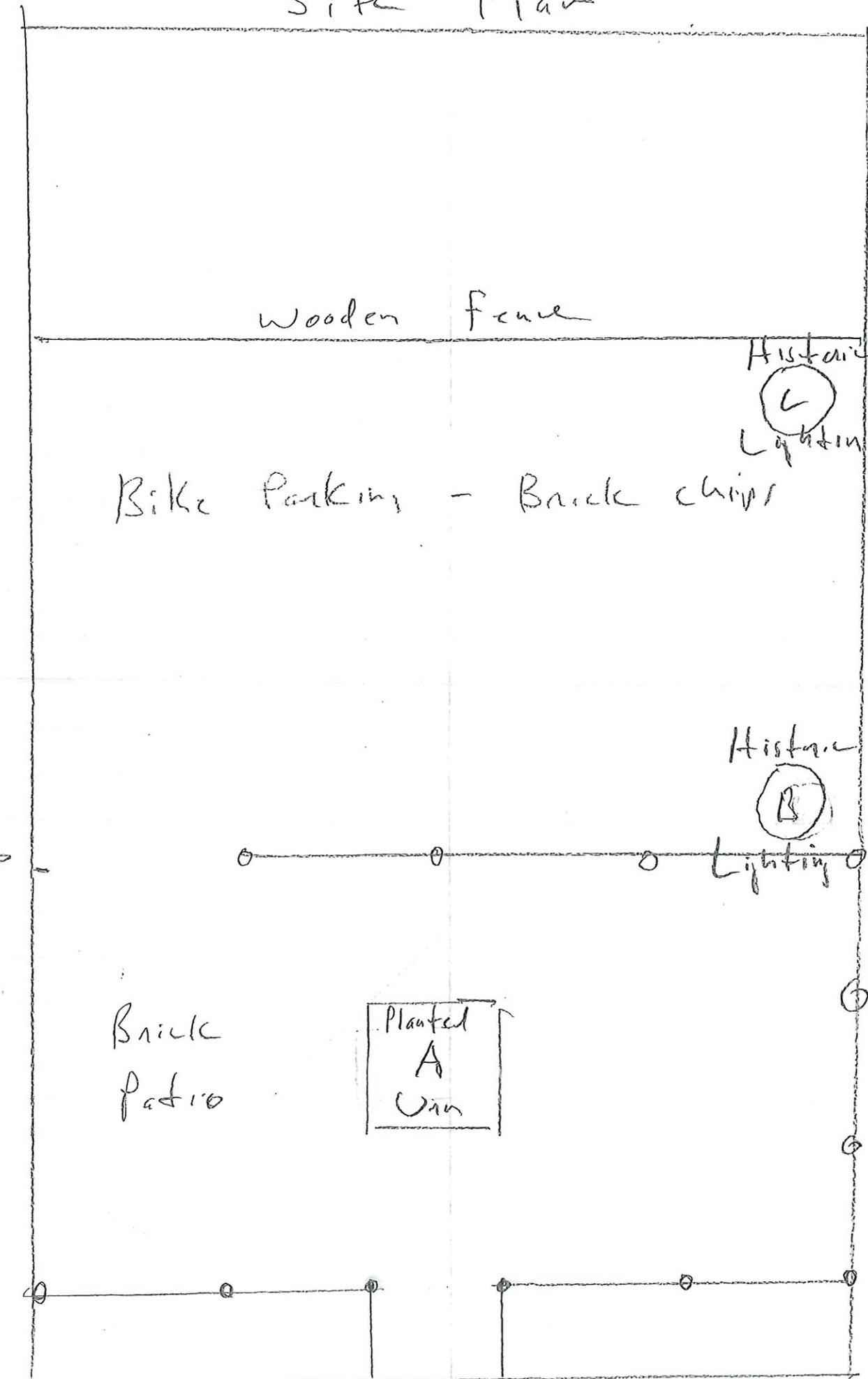
Bakery

Brick
Patio

Planted
A
Van

Alley

Side walk



ESTATE

The Victorian

Item 4200

A cottage version of the Boulevard, our Victorian Lamp recalls the European heritage of gas street lighting but with the straightforward, distinctive strength of American design. Standing 35 inches tall, the Victorian lamp offers transition between full-sized estate lamps and smaller residential-sized lamps and is ideal for historic restoration.



Post Mount



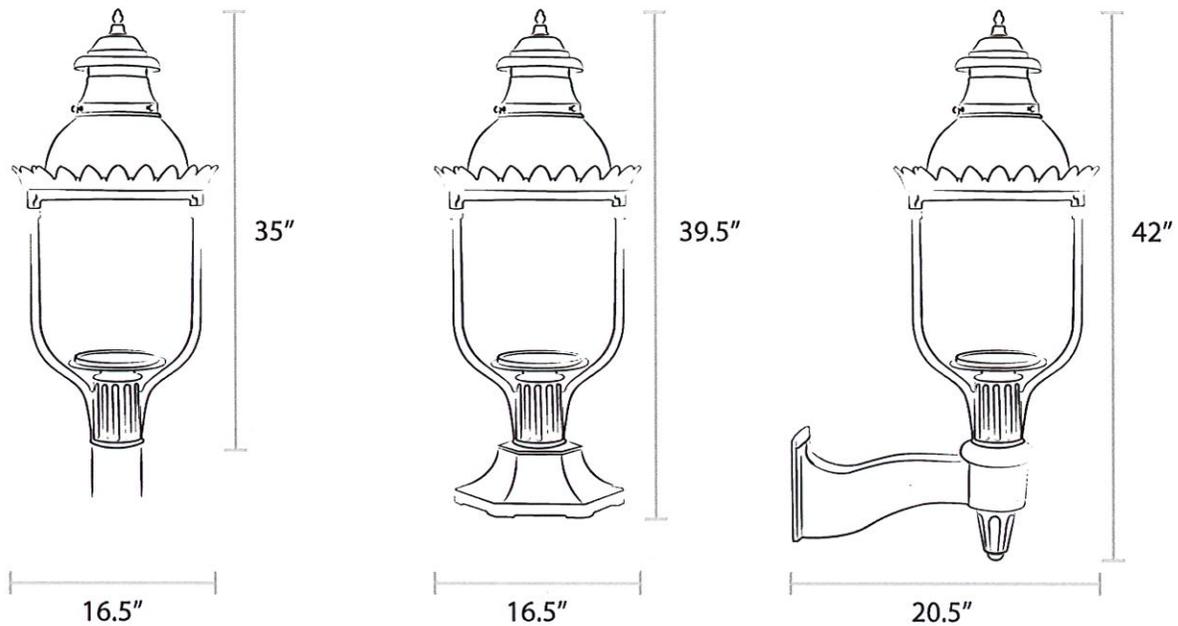
Wall Mount



Pier Mount

As shown with Spun Aluminum Ventilator and Milk Glass Dome

The Victorian



Product Overview:

- Sand cast aluminum
- Certified valve
- Globe available in clear glass, milk glass or polycarbonate
- Top dome available in milk glass or spun aluminum; spun aluminum dome is available natural or in any of our powder finishes
- Ventilator available in natural spun aluminum or powder finished aluminum

Installation Options:

- Post mount fits standard 3" outside diameter post
- For wall mount, combine with our Universal Bracket
- For pier mount, combine with our Large Six-Sided Pier Mount with 3" outside diameter stud

Illumination Options:



Mantle Gas



Open Flame Gas



GasGlow® LED*



Candelabra Base

Finish Options:

- Available in all finish options

**Additional charges may apply*



Middletown Lamp Post

Burial Installation



Middletown

EMT12

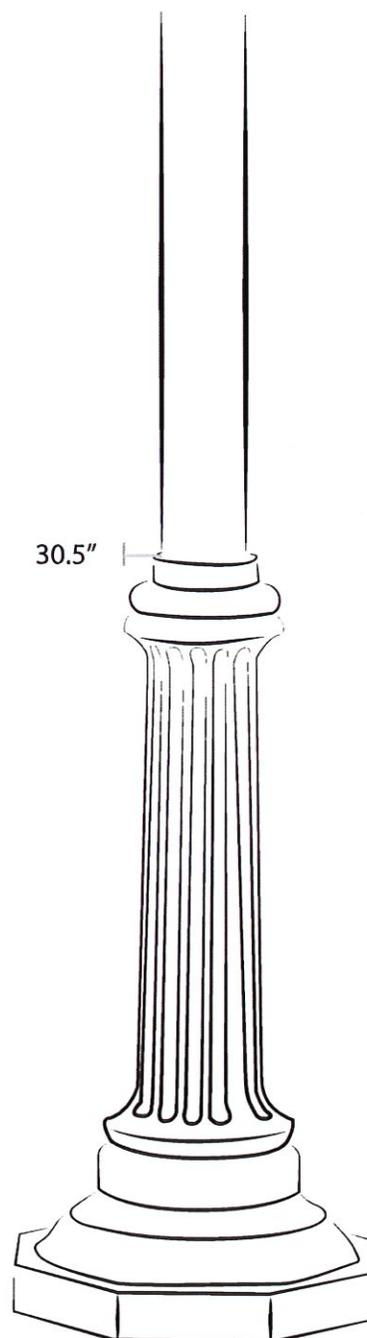
Middletown Lamp Post

Product Overview:

- Burial Installation
- Cast aluminum base
- 3.5" outside diameter extruded smooth aluminum post
- Includes a reducing collar to accept a 3" outside diameter post mount lamp
- Available in 8' to 12' lengths

Finish Options:

- Available in all finishes



16"

Middletown

EMT12

